

Jan-30-07 11:53am From-PLAYER PERSONNEL

T-203 P.07/08 F-698

SIGNING, REPORTING AND PLAYING BONUS

Between the New Orleans Saints LA Saints LTD Corporation ("Club") and Adrian McPherson ("Player").

As additional consideration for the execution of the NFL Player Contract for the years 2005, 2006 and 2007 and for Player's adherence to all provisions to the Contract, and for Player receiving medical clearance to practice and play after taking the Club's physical exam, Club agrees to pay Player a bonus in the amount of One Hundred Twenty Five Thousand Seven Hundred Seventy Five Dollars (\$125,775.00) (the "Bonus") payable as follows:

\$125,775.00 within ten days of execution.

It is expressly understood that no part of the Bonus is part of any salary in the Contract for the years set forth above or for any subsequent contract years which may be added to the Contract by option, extension, or any other means and that such obligations are not terminable if such contract(s) is (are) terminated via the NFL Waiver System, and provided player is not in breach of this agreement and/or his NFL Player Contract at the time of such termination.

In the event Player fails or refuses to report to Club, or fails or refuses to practice or play with Club at any time for any reason including Player's suspension by the NFL or Club for Conduct Detrimental or suspension for violating the NFL Policy and Program for Substances of Abuse, the NFL Policy on Anabolic Steroids and Related Substances, the NFL Personal Conduct Policy, or in the event player leaves Club without its consent during the duration of the above contract years, then Player shall be in default. In the event of Player's default, upon demand by Club, Player shall immediately return and refund to the Club any of the Bonus previously paid by Club and Player shall relinquish the right to receive any unpaid Bonus in the proportionate amount set forth below:

<u>Contract Year</u>	<u>Player Defaults</u>	<u>Amount of the Bonus Player Returns to Club</u>
2005		\$ 125,775.00
2006		\$ 83,850.00
2007		\$ 41,925.00

This provision shall not be applicable in the event that Player, due to an NFL football-related injury, or death resulting therefrom, is unable to play or practice with the Club based upon the opinion of the Club's physician which shall be final and binding. It is further understood and agreed that Player's waiver of rights to certain unpaid amounts and Player's obligation to re-pay certain amounts of the Bonus as indicated above are express provisions of this Contract and, but for the provisions herein contained, Club would not have executed this Contract. Player hereby authorizes Club, in its sole discretion, to deduct and set off at any time and from time to time all or any part of any sums owed by Player to Club from any current or deferred or future wages, salaries, bonuses, severance pay and/or additional consideration owed to, or that may become owed to, or that may become owed to Player by Club. No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.

Executed this ____ day of July, 2005.

CLUB

PLAYER

Rick Mueller

Adrian McPherson

AGENT

Leigh Steinberg
Leigh Steinberg

Adrian McPherson

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Addendum 1 to NFL Player Contract

This is an Addendum to the National Football League ("NFL") Player Contract between **Adrian McPherson** ("Player") and the **NEW ORLEANS LA SAINTS LTD CORPORATION** ("Club") dated July 28, 2005 and ending February 28, 2008 (the "Contract"). For the purpose of this Addendum, "Regular Season" shall mean the NFL regular season excluding pre-season and post-season games unless otherwise specifically included.


1. **2005 PARAGRAPH 5 SALARY ADJUSTMENT.** The 2005 yearly salary amount reflected in paragraph 5 of the Contract shall be modified on a pro-rata basis from \$135,000.00 to \$230,000.00 for each 2005 Regular Season game that Player is a member of the Club's 53 Man Active/Inactive Roster.
2. **2006 PARAGRAPH 5 SALARY ADJUSTMENT.** The 2006 yearly salary amount reflected in paragraph 5 of the Contract shall be modified on a pro-rata basis from \$155,000.00 to \$310,000.00 for each 2006 Regular Season game that Player is a member of the Club's 53 Man Active/Inactive Roster.
3. **ADDITIONAL PLAYER SERVICES.** In addition to the services in the standard NFL Player Contract, Paragraph 2, Player agrees to do five (5) appearances (gratis) for each contract year with out-of-town expenses being paid by Club. Player agrees to sign 400 items of Club memorabilia per year for the sole use of Club for distribution. Memorabilia includes, but is not limited to, football equipment, photographs and licensed apparel of the NFL and the New Orleans Saints Football Club. Player agrees to perform up to a maximum of four (4) hours of service on the New Orleans Saints Internet (home page) each month during the term of this Agreement. Club and Player will mutually agree on dates and times of participation.
4. **JURISDICTION.** As a material inducement for the Club to employ Player's services, Player promises and agrees that any dispute, cause of action, or worker's compensation claim arising out of Player's employment with the Club shall be subject to the laws of Louisiana exclusively and not the laws of any other state. Player further agrees that any claim, filing, petition, or cause of action in any way relating to such disputes, causes of action, or workers' compensation rights or benefits arising out of Player's employment with the Club, including without limitation the applicability or enforceability of this addendum, shall be brought solely and exclusively with the Louisiana courts or the Louisiana body that has jurisdiction over the matter.
5. **CONFIDENTIALITY.** The financial terms of the Contract and this Addendum shall be strictly confidential except as otherwise expressly provided.
6. **FULL FORCE.** This Addendum modifies the Contract only to the extent specifically set forth herein. In all other respects the Contract, including any Addenda thereto, remains unchanged and in full force and effect.
7. **NON-TAMPERING CLAUSE.** During the term of the Contract, neither Player nor his representatives will solicit offers from, negotiate with, or enter into any agreement with any professional football team other than Club to perform football-related services. This prohibition applies to all offers, contracts, or negotiations regardless of whether or not the prospective services are to be performed by Player after the expiration of the Contract. Player hereby represents that he is not under contract to any other professional football league, or any other professional football club, and is free to negotiate and sign this agreement.
8. **CLAUSE HEADINGS.** The clause headings appearing in this Addendum have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain nor any other substantive provision of the Contract.
9. **ACKNOWLEDGEMENT.** By signing this addendum, Player acknowledges that he has read it and has consulted with the advisor of his choice or had the opportunity to do so, understands its terms, and enters into it of his own free will and choice.

Executed this 28 day of July, 2005.

CLUB


Rick Mueller

AGENT


Leigh Steinberg

PLAYER


Adrian McPherson

Adrian McPherson

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Executed this ____ day of July, 2005.

CLUB

PLAYER

Rick Mueller

Adrian McPherson

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Leigh Steinberg